

# THE

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# COLONIAL NEWSLETTER

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## ÉDIT DU ROI,

*Qui ordonne la fabrication de Pièces de Cuivre  
d'un Sou, pour l'usage intérieur des Colonies.*

Donné à Versailles au mois d'Octobre 1766.

*Registré en la Cour des Monnoies.*

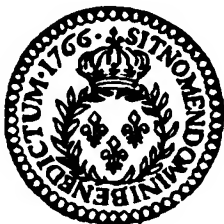
LOUIS, PAR LA GRÂCE DE DIEU, ROI DE FRANCE  
ET DE NAVARRE: SALUT.

### EDICT OF THE KING

French Royal Edict of October 1766

Authorizing the 1767 COLONIES FRANCOISES Copper Sous  
for the American Colonies.

(TN-94)



Sequential page 733

- **Royal Edict Authorizing the 1767 COLONIES FRANCOISES Copper Sous.**  
from John J. Ford, Jr.; Rockville Centre, New York (TN-94)  
Translated by Doug Ball

Richard Picker obtained the original of this 1766 French edict concerning the 1767 Copper Sous during August of 1979. It was a part of a group of paper items sent to him for possible purchase. I purchased it from Dick this past October and am sending a copy of the edict and a translation made by my friend Doug Ball.

- Editor's note - We have reproduced the heading from the edict, somewhat reduced in size, as the frontispiece of this issue. The document is three pages in length and was printed in Paris by the Royal Printer in 1766. The two line cuts of the authorized design - reproduced full size at the lower edge of the frontispiece - are the "impressions figured on the attached sheet under the counterseal" as stated in the text. These were printed on the last page of the edict as a tail-piece just above the printer's line. For a comparison of these sketches with photographs of the actual coins see CNL sequential pages 40, 47, 57, 70, 135 and 177. JCS

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### EDICT OF THE KING

Which orders the manufacture of copper pieces of one Sou for the internal use of the colonies.

Given at Versailles in the Month of October 1766.

Registered in the Court of the Mint.

Louis, by the Grace of God, King of France and of Navarre: Greetings.  
Whereas the dearth of small coins in our American Colonies has resulted in there a rapid increase in the cost of the most common and most necessary articles of life, we have resolved to remedy there what is both an inconvenience and also a nuisance to commerce and to the currency by ordering the manufacture of pieces of one Sou, destined for the use of these Colonies: but as the manufacture of these would be equally expensive and troublesome if done in our mints, we ourselves have decided to listen to the propositions of Sieur Vatin, who has undertaken to deliver into the hands of the guardian magistrates of our mint at Paris the material in the form of pickled in acid planchetes, ready to be coined and at a price less than that which they would cost if they were made in our aforesaid mint, to be struck as our coin by the regular officers of our mint just as was done for similar productions in copper in the years 1721 and 1722. For these reasons and for others thus moving us, and with the advice of our council and

from our certain knowledge full power and royal authority, we have by the present and perpetual and irrevocable edict said, decreed and ordered. We say decree and order, wish and desire: That in consequence of the aforesaid proposition which we have agreed upon, there should be remitted, by Sieur Vatin, into the hands of the guardian magistrates of our Paris Mint Copper planchetes to the number of 600,000, weighing 20 to the mark (=4/10 oz.) within a tolerance of 1 piece, the heavier ones balancing the lighter, as equal in weight as they can be made, without, however, having a piece too many or too few to the Mark; which planchetes, equal to the Mark deposited as a standard sample at the office of the registrar of our Mint in Paris, will be marked on the edge in our Parisian Mint and finally struck with the impressions figured on the attached sheet under the counterseal of the present edict: We further prohibit our subjects living in the said colonies from using copper money of another stamp than that indicated herewith under pain of being prosecuted as debasers. We further order that no one is to be obliged to receive at any one time more than five of these in payment, nor may he refuse to accept (up to) that quantity, under penalty for the infringers of being prosecuted extraordinarily. We further prohibit giving circulation in our Kingdom to these copper pieces exclusively destined for the use of the Colonies, under penalty of confiscation and a 500 Livres fine. We require from our friends and those councillors operating our Mint in Paris that they cause our present edict to be read, that they publish and register it even in time of court recess and that they continue to guard, keep, and observe it according to form and tenor, because such is our pleasure; and finally that this matter be closed and stable always, we have herewith set our seal given at Versailles in the Month of October, the year of Grace One thousand seven hundred sixty six and of our reign the fifty-second year.

Signed Louis. (and below that)

For the King.

(signed) Choiseul, Duke de Praslin. (Visa) Louis.

Seen in council, Del'Averdy. And sealed with the Grand Seal of green beeswax on ribbon of red and green silk.

Read, published, and registered with the registrar of the Court where and as required by the Procurator-General of the King, to be executed according to its form and tenor; at the charge of the said Vatin, named in the edict and deposited in the court; order that collected or collated copies of the said edict will be sent to the office of the moneyers of the court for them to be similarly read published and registered there: Enjoined to the substitutes of the Procurators-General of the King to hold the same and to certify the court by month following the completion of this day. Done at the Court of the Mint at the semiannual assembly the 29th day of November 1766. Signed Gueudre.

Collated by our Ecuyer secretary of the King, House and Crown of France and registrar in chief of the Court of the Mint. At Paris by the Royal Printing Office. 1766.

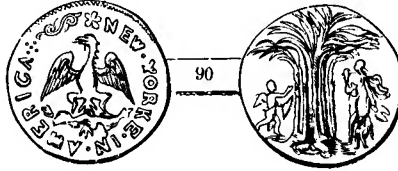


Original Manuscript of "The Earliest New York Token"  
for Historical Magazine (Written May 1861).

(TN-95)

● from John W. Adams; Boston, Mass.

Sylvester S. Crosby in his "Early Coins of America" (Boston, 1875) on pages 345 and 346 discusses the New Yorke Token. His line cut illustration of this piece is reproduced below.



Of the history of this token, Crosby stated "The only account we have found of this piece, is in Historical Magazine for 1861, from which we make the following extracts ..."

Today I have the original handwritten manuscript "The Earliest New York Token" from which the Historical Magazine article was prepared. The original is quite awkward and often ungrammatical. I have prepared a transcript as edited by a second party. The piece was further polished before appearing in Historical Magazine some months later.

I own handwriting specimens of most of our early collectors. To my untrained eye, the handwriting in the manuscript corresponds quite closely to that of Daniel Parrish. However, it is my general impression that Parrish was better educated than the author appears to be. The point is certainly a researchable proposition, should it be of strong interest to CNL Patrons.

Mr. Parrish collected books and medals, having read several papers on the latter subject before the A.N.S. He was one of the founding members of the A.N.S. and the following resolution of that organization speaks for itself:

"Whereas, Mr. Daniel Parrish Jr., who has been a member of this society since April 13th, 1865, and has ably and conscientiously filled the offices of Corresponding Secretary from October 12th, 1865 to March 22nd, 1866, Librarian from March 22nd, 1866 to March 25th, 1869, Vice President from March 24th, 1870 to October 1st, 1883, and President from October 1st, 1883 to the present time (Dec. 3rd, 1896)..."

It is suggestive that Parrish published in 1887 a monograph on 16th century Dutch jetons. His being a book and medal collector in the main, could the interest in things Dutch be a remnant from an earlier visit to the Continent? I'm sure that I could dig up more information on Parrish but before spinning my wheels, it would be worth having someone else confirm my preliminary diagnosis of the handwriting.



Title Endorsement  
on Corner of Manuscript


was indicated  
things led to the passage of an act "to supply  
the want of cash and to establish a method of  
credit for persons having real Estates in this Island".  
This <sup>act of the Queen</sup> was at once repealed by <sup>this act</sup> the Queen who <sup>in an order</sup> under dated  
(Nov. 8, 1706) <sup>sent notice of it to</sup> notified <sup>the</sup> the Governor of New York of the  
fact, and <sup>in her letter</sup> after referring to "several ill consequences of  
passing Bills of an unusual and extraordinary nature  
and importance" she required him not to pass or give his  
consent to any such <sup>bills</sup> which might be agreed to in the  
New York Assembly, wherein her prerogative or the  
property of her subjects might be prejudiced, without  
her previous permission.

It is not unlikely, then, that at some time between  
1700 + 1706 there was in New York, as we know there was in  
other American colonies, a deficiency of cash, for ~~the~~ to  
supply <sup>and this was done in order to regulate the currency</sup> of which, the dies of our coin were prepared in  
Holland (possibly at the instance of some Dutch inhabitant of  
New York,) but were used to strike nothing more harmful to  
the colony than the right of the crown to coin money.

## THE EARLIEST NEW YORK TOKEN

Transcribed by John W. Adams

There is now preserved in the Royal Museum at the Hague an ancient New York Token which is not noticed in any published work on American coins. An electrotype copy of it has been procured for the Yale College Numismatic Collection by means of which we are able to give the following description.

The original is struck. Its diameter is 14 sixteenths of an inch. The obverse has an eagle displayed with wings pointing downward, head turned to the left and holding a branch with its talons. The legend, beginning from the head of the bird, is NEW • YORKE • IN • AMERICA  The reverse is quite singular, exhibiting a central group of five palms with a figure on each side, probably intended for a Venus and Cupid. The figure which is smaller is represented as running toward the other and at the same time having his right arm stretched forward and carrying a bow in his left hand. The margin of both sides of the piece show a faint bead-work. It is struck in lead or some similiar soft-metal.

The style in which it is executed is more Dutch than English, and as the only existing specimen has been preserved in Holland, it is probable that the dies were originally cut there.

The intelligent and gentlemanly Director of the Hague Museum says that the piece was in the collection when he was appointed in 1853, but he knows nothing further of its history. From the character of its workmanship he would assign it to the close of the seventeenth or the beginning of the eighteenth century.

There is no date on the token, but it evidently belongs to the period between 1664 when the name New Yorke was first adapted, and 1710 after which it was rarely spelled with an E.<sup>(1)</sup> It should probably be referred to the latter part of this period, for the currency of the colonies was then in a very unsettled state, and the amount in circulation was not adequate to the wants of trade. In Massachusetts, early in 1701, "not a few individuals stamped pieces of brass and tin, and palmed them on community at a penny each." <sup>(2)</sup> Soon after a Committee of the General Court reported in favor of having Province pence made of copper, but the plan was negatived by the Council. "The extreme scarcity of money, and the want of other medium of commerce," is referred to in the act of the legislature, Nov. 21, 1702, authorizing the issue of bills to the value of £ 10,000, and the next spring (March 26) a proposition was laid before them for importing from England £ 5,000 worth of copper pence. In the colony of Barbadoes also the condition of things was indicated by the passage of an act "to supply the want of Cash and to establish a method of credit for persons having real Estates in this Island." The Queen at once repealed this act and

(Nov. 8, 1706) sent notice of it to the Governor of New York. After referring in her letter to "several ill consequences of passing Bills of an unusual and extraordinary nature and importance." she required him not to pass or give his consent without her previous permission to any such bills which might be agreed to in the New York Assembly wherein her prerogative or the property of her subjects might be prejudiced.<sup>(3)</sup>

It is not unlikely, then, that at some time between 1700 & 1706 there was in New York, as we know there was in other American colonies, a deficiency of cash, to supply which and thus somewhat to regulate the currency the dies of our coin were prepared in Holland, (possibly at the instance of some Dutch inhabitant of New York,) but were used to strike nothing more offensive to sovereign right of coining than this trial-piece in soft metal.

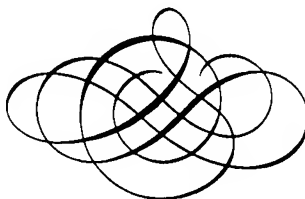
Many conjectures may be offered as to why the half-penny was not brought into circulation after the dies were ready. The wants of the market may have been relieved by an importation like that proposed in Massachusetts, or the proclamation of Queen Anne may have made the N.Y. agents in the matter afraid of trespassing on the royal prerogative.

Without venturing to claim that this coin contains the earliest display of the American Eagle, we think it unquestionably deserves to be considered the earliest New York token.

(1) The latest instance we have noted is in the Report of the English Board of Trade to the Queen, Dec. 5, 1709, which uses both New York and New Yorke.

(2) Felt's Mass. Currency.

(3) Doc. Hist. N.Y. IV, 1188.



Case Record ALBION COX vs. THOMAS GOADSBY in Manuscript Volume I of "Chancery Court Register, 1781 - 1796" for the State of New Jersey, pages 157-163

● from Raymond H. Williamson; Lynchburg, Virginia

(TN-96)

*In Chancery*

*Record His Excellency the Chancellor*

*Tuesday 24<sup>th</sup> Jan: 1788 - Between*

*Albion Cox Esq<sup>r</sup>*  
*and*  
*Thos Goadsby Esq<sup>r</sup>* }

*Whereas on the twenty fifth Instant*

During a recent excursion to the Archives of the New Jersey State Library at Trenton, I quite accidentally tripped over an Albion Cox - Thomas Goadsby item which I believe has been previously only partially reported. (See Damon G. Douglas "The Original Mint of the New Jersey Coppers", CNL No. 23, pp 225-229). This item is a court case described on pp 157-163 of the manuscript volume "Chancery Court Register, 1781-1796" for the State of New Jersey, Vol. I-III. I saw it on microfilm, the original volumes being in the New Jersey Historical Society at Newark.

There seem to be some new kernels of information buried in these long and confused texts. Lawyers are the most wordy people on earth! All previous Albion Cox stories I've seen cite a partnership split of Cox & Goadsby on the one hand versus Walter Mould on the other; these suit records seem a further split of Cox vs. Goadsby. The dates of the last two documents seem significant; there is no hint in the 15 June 1790 item that Cox might have debarked for England, so he must have gone later. His departure date remains fuzzy, but most authors hint at a leave taking much earlier. The date of his return to be the Assayer of the U.S. Mint is more certain. Frank H. Stewart in his "History of the First U.S. Mint" (1924) p 88 writes "Pirckney (in England) ... entered into an agreement with him March 8, 1793, for three years ... Cox was in the U.S. on May 7, 1793 ..." So Cox may well have left New Jersey in a hurry well after mid-1790.



The Chancery Court (the Governor of New Jersey) really threw the book at Cox; no wonder he left town! Cox must have been a real wide-brush artist. Imagine taking the tools from the mint on a Writ of Replevin, and suing the man to whom he owed a lot of money!

The gist of the three major documents is the following:

● June 7, 1788

Chancery Court Order to Cox & Goadsby for them to get their many differences, both personal and business, settled by a three-man referee team. The "Works, implements and tools" of the copper coiner's partnership to be appraised by the referees, and either (1) Cox was to own them all, on payment of half

- the appraised value to Goadsby plus a security payment to insure completing the former partnership contract with the State of New Jersey to coin coppers, and to insure payment of rent for the building to Daniel Marsh, all within one month; or,
- (2) if these things not done by Cox, then Goadsby would have a month to do all of them; or
- (3) if all the things not done by either of them, then all the "Works, implements & tools" were to be sold & the net proceeds split between Goadsby & Cox, subject to offsets for the debts of each.

But - all this property was to remain in the custody of the Sheriff until the details were finalized, except that such tools, etc. as had been illegally removed by Cox shall be returned within one week to Mathias Ogden as trustee to complete the copper coinage contract; and if this was not done, then the Court Order was null & void, and we go back to square one.

● June 3, 1790 (Two years later!)

Referee's report meeting (indicating that Cox must have returned the "tools") with Goadsby's attorney and Cox in person (among others) who presented their accounts and charges to the Referees. Reviewed the accounts and claims, and ordered that the Chancery Court dismiss Cox's Bill of Complaint to that Court against Goadsby, and dismiss Cox's Injunction of 1787/8, and remove any other bars delaying Cox's payments to Goadsby ( £ 521/11/9 proclamation money), Cox and Samuel Atlee (!) to Goadsby ( £ 1294/15/- proclamation money) and that Cox also pay £ 18/18/3 proclamation money as Referees' expense, plus the costs of Chancery Court.

● June 15, 1790

Chancery Court's confirmation of Referees' actions. Cox must pay all of the above, and Goadsby may sue to collect.



COPY OF CASE RECORD ALBION COX VS. THOMAS GOADSBY IN MANUSCRIPT VOLUME I OF  
"CHANCERY COURT REGISTER, 1781-1796," FOR THE STATE OF NEW JERSEY, PAGES 157-163.

(Note by transcriber): Soon after achieving independence from Great Britain, New Jersey established a statewide Chancery Court to have original jurisdiction over a class of cases in equity which could not be decided on the basis of specific laws. The Chancery Court was presided over by the Chancellor, who was also Governor of the State; in the case of the January 1788 term, Governor William Livingston presided as Chancellor. The Court met at various New Jersey cities, depending on the case load; the court term under study met Jan 29 1788 at Elizabethtown. Court Orders were executed by a Sergeant-at-Arms appointed by the Chancellor. The Indexes of the first three volumes of the Chancery Court Register, 1781-1796, were examined for the names Cox and Goadsby, and only the records on pages 157-163 were so indexed. The entries for this case were recorded chronologically in the Register, 1788-1790; there were no intervening entries.

Words in ( ) are supplied by the transcriber.

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In Chancery

January 29, 1788

Present his excellency the Chancellor

Tuesday 29<sup>th</sup> Jan<sup>y</sup> 1788, between

Albion Cox, Comp<sup>t</sup> } (Complainant, or "Plaintiff")

and

Tho<sup>s</sup> Goadsby, Deft } (Defendant)

Whereas on the twenty fifth instant an order was obtained in this Court (apparently not recorded) that the Injunction issued in this cause should be dissolved unless sufficient cause shown to the contrary on Saturday last on which day upon hearing counsell learned in law both on the part of the Comp<sup>t</sup> and Deft & upon farther advisement & consideration it appears that the reasons offered against dissolving the said Injunction are insufficient. It is therefore ordered on motion of Mr. Aaron Ogden of Counsel with the said Deft<sup>t</sup> that the order above referred to of the twenty fifth Instant for dissolving the said Injunction be made absolute & that the said Injunction be dissolved with Costs for having been irregularly obtained. But that nevertheless the monies arising from the sale of the Goods & Chattles of the said Complainant levied on by the Sherif in virtue of the execution to him directed from the Court below at the suit of the above Defendant be stayed in the hands of the said Sherif until the further order of this Court.

Wil: Livingston Ch (Chancellor)  
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Albion Cox

V

Thomas Goadsby

June 7, 1788

} In the Chancery of New Jersey

Present His Excellency ye Chancellor

Upon opening the matter this day by M<sup>r</sup> (Mathias) Williamson of Council with the Comp<sup>t</sup> & it appearing to the Chancellor (begin p 158) by the certificate of the parties & by the Assent of Council for both parties that for ending all differences of every kind & Nature either in law or equity between the above parties whether in partnership or private, it is agreed that all matters in difference between them including every claim & demand, Bond, Bill, Note, Accompt or otherwise on legal or equitable circumstances to be referred to the determination of John N. Cumming of New-Ark John Neilson & John Taylor Esquires of New-Brunswick who shall be vested with Chancery powers both as to their final determination as also to examine all parties on Oath, as to accompts, expenditures & receipts or otherwise & to call for all Books, papers and Vouchers & that on their report or that of any two of them, returned to the Court of Chancery, the Decree of that Court be entered agreeably thereto, & it is further agreed that if the said referees shall find a ballance due to the Defendant on settlement of money matters, then on payment thereof within one month thereafter by the Comp<sup>t</sup> or if there should not be found any Ballance due to y<sup>e</sup> said Defendant, then all the Works, implements & tools of all kinds & other materials belonging to the Copper Works heretofore carried on by the parties wheresoever they may be, which shall be ascertained by the report of the referees to belong to the partnership of said Parties, if any such shall be found, shall be valued by the said referees & the said Comp<sup>t</sup> shall take & enjoy the whole property therein on payment of one half the money at which they shall be so valued to the Defendant & giving Bond & Security to him for indemnifying & the Securities against the Contract made with the State (begin p 159) for carrying on a Copper Coinage & also that the said Comp<sup>t</sup> will perfect & complete the same & exonerate the Security now liable to pay the rents of the Mills agreeably to Contract with Daniel Marsh Esq<sup>r</sup> unless any ballance should be found by said referees due to the Comp<sup>t</sup> from said Defendant, then such ballance to be deducted out of the said one half of the valuation aforesaid, the said Comp<sup>t</sup> to have one month from the confirmation of said Report to pay & Secure the the same as above & if the said Comp<sup>t</sup> shall refuse or neglect to perform the above within the time, then the Def<sup>t</sup> shall have one month from the expiration of the time allowed the Comp<sup>t</sup> to pay the equall one half of said valuation to the said Comp<sup>t</sup> & securing him in manner aforesaid if nothing is found due to the Def<sup>t</sup>, then that sum to be accepted in payment as far as it goes, if not sufficient for the

whole, on performance whereof the Def<sup>t</sup> shall take & enjoy all & singular the said Works, Implements, & tools as aforesaid to his only use & behoof, but if he shall refuse or neglect the same, then the said Works, Implements & tools as aforesaid shall be sold subject to the direction & under the controul of the Court of Chancery & the neat proceeds be divided between them, after payment of all ballances found as aforesaid & if the property of said Comp<sup>t</sup> in said Works, implements & tools should not be sufficient to pay of (sic) & satisfy the ballance that may be found in favour of the Defendant then the goods taken in execution by Defendant of the Comp<sup>t</sup> shall be liable for payment 'till the determination of which they shall remain as at present in the Sherifs hands subject to the Execution aforesaid 'till when they shall not be sold by him. And (begin p 160) it is further agreed that the said Comp<sup>t</sup> shall within one week after the signing hereof cause all the implements, tools & other property taken from said Works by a Writ of Replevin to be returned, & put in the same State as much as possible they were in, when taken away, which they shall then be and remain possessed by Coll. (Colonel) Mathias Ogden in trust for the purpose aforesaid subject to the contract & order of the Court of Chancery 'till the final determination of the business & that thereupon the above shall be entered as a rule of the Court of Chancery in the above Cause, all actions, suits & prosecutions of every kind except the above suit & the Execution aforesaid shall cease, determine & be discontinued between the above parties, but on failure of the above agreement relating to the reinstating the implements & tools aforesaid this Instrument is to be of no effect. That the referees meet at New-Ark upon eight days notice being given by either of the parties & upon neglect or refusal of either party to attend, the said referees to proceed ex parte & each party have process of Subpoena for their Witnesses.

Therefore the Chancellor is pleased to order that the said Cause & all differences between the said parties in manner aforesaid be referred to the final determination of the said John N. Cumming, John Neilson & John Taylor Esq<sup>rs</sup> in as full & ample a manner and with all the power and conditions as is above agreed to by the said parties and that their report or the report of any two of them made & returned to this Court be conclusive to the said parties & that the decree of this Court be passed agreeably there to. That each party have liberty of Process for their Witnesses.

Wil: Livingston

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(Begin p 161)

Albion Cox

vs.

Thomas Goadsby

} In Chancery of New Jersey

June 3, 1790

We the subscribers, referees appointed by a rule of the high Court of Chancery, a copy whereof is hereunto annexed, having met agreeably to due notice given for that purpose, & the above parties having appeared before us, the said Thomas by his Attorney & the said Albion in person & having exhibited their respective allegations & proofs, & the same having been maturely considered by us we do find that the money which he the said Thomas recovered against him the said Albion in an action of debt in the inferior Court of common Pleas holden at New Ark in & for the County of Essex of the Term of September in the year of our Lord one thousand seven hundred and eighty seven before the Judges of the same Court is justly due from him the said Albion to him the said Thomas & that there is now due thereon to him the said Thomas from him the said Albion the sum of five hundred & twenty one Pounds eleven shillings & nine pence proclamation money of New-Jersey, besides the Costs of suit taxed thereon. And we do further find that there is also due to him the said Thomas from the said Albion Cox & one Samuel Atlee the sum of twelve hundred & ninety four Pounds fifteen shillings on an Obligation dated the seventh day of July in the year of our Lord one thousand seven hundred & eighty seven like proclamation money aforesaid, upon which said Obligation a Judgment has also been obtained by the said Thomas against the said Albion & Samuel in the Court & before the Judges aforesaid.

We there fore do award & order (begin p 162) that the Bill of complaint of the said Albion against the said Thomas be dismissed, & that every Injunction against his proceeding at law stand dissolved & that nothing contained in the rule of reference hereunto annexed be any farther or longer bar against his proceeding at law for the recovery of the money so as aforesaid due to him upon the Judgment above stated, but that he may proceed thereon immediately, anything whatever thereon to the contrary notwithstanding. And we do further award that the said Albion pay the expence of the present reference amounting to the sum of eighteen Pounds eighteen shillings & three pence like money aforesaid & that he pay the costs in Chancery to be taxed by a Master. And we further certify that no other demands of any kind or nature whatever from either of the above parties to the other have been exhibited & proved to us, whereby it would appear that any other or further sums were due from either of the above parties to the other, otherwise than as above stated.

All which we humbly report to the honorable the Court of Chancery of New Jersey. As Witness our hands at New-Ark this third day of June in the year of our Lord one thousand seven hundred & ninety.

John N. Cumming

John Neilson

John Taylor

Thomas Goadsby

ads (1)

Albion Cox

}

In Chancery of New-Jersey

June 15<sup>th</sup> 1790Present his Excellency y<sup>e</sup> Chancellor

June 15, 1790

On opening the matter this day by Mr. Aaron Ogden of (begin p 163) Counsel with the above Defendant, It is ordered on his motion that the report hereunto annexed be filed with the Register of this Court & be confirmed in all things and the above Def<sup>t</sup> have leave to proceed at law as therein specified & that the costs be paid as within awarded unless good cause shewn to the contrary on Monday the twenty first Instant.

Wil: Livingston

- (1) The abbreviation "ads" or "adsm" stands for the Latin words "ad sectam," and is used frequently by the early clerks (for whatever reason) to signify that the name of the defendant precedes the name of the plaintiff. That is, "Cox vs. Goadsby" means the same as "Goadsby ads. Cox;" Cox is the plaintiff (or "complainant" herein) and Goadsby is the defendant. See "Black's Law Dictionary" Revised, 4th Edition (1968) by Henry Campbell Black for definitions of ADS and AD SECTAM.

*Ray Williamson*

Transcribed by Raymond H. Williamson  
Lynchburg, Virginia  
July 12, 1980

